



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CTTSB0033 2

EFFECTIVE BEGIN DATE: 07-17-2006
EXPIRATION DATE: 07-16-2007
PAGE: 1 of 4

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515-281-6288

FOB FOB Ship Pt, Freight Allowed

PAYMENT TERMS (%): DAYS:

VENDOR:

RETRAC INC
1105 Hawkeye Dr

Hiawatha, IA 52233
USA

VENDOR CONTACT:

Paula Wickham
PHONE: 319-377-5125 EXT:
EMAIL: pwickham@think-safe.com
VENDOR #: 20182439000

DESCRIPTION OF ITEMS CONTRACTED

Emergency Readiness and Response Equipment
Certified Targeted Small Business Contract for Emergency Readiness and Response Equipment.

Contract for the provision of emergency readiness and response equipment to be provided on an as-needed basis under the authority of Iowa Code Section 18.6(8) and Administrative Rule 401-7.3(4). State of Iowa Agencies and Departments may purchase goods and services from a Certified Targeted Small Business (TSB) in an amount up to \$5,000 per purchase.

Place orders or request customer service from:

- Phone 319-377-5125
- FAX 319-377-4224
- Web-Site: www.think-safe.com
- Paula Wickham, President
- E-Mail: pwickham@think-safe.com

Product pricing quoted upon request.

RENEWAL PERIODS

FROM 07-17-2007 TO 07-16-2008
FROM 07-17-2008 TO 07-16-2009
FROM 07-17-2009 TO 07-16-2010

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT
ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CTTSB0033 2
EFFECTIVE BEGIN DATE: 07-17-2006
EXPIRATION DATE: 07-16-2007
PAGE: 2 of 4

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		4753780	\$0.000000
			TRAUMA KITS	\$0.000000
			.	
2	0.00000		3451033	\$0.000000
			CPR ACCESSORIES AND SUPPLIES	\$0.000000
			.	
3	0.00000		4651455	\$0.000000
			DEFIBRILLATOR, PARTS AND ACCESSORIES	\$0.000000
			.	
4	0.00000		4651420	\$0.000000
			DEFIBRILLATOR/MONITOR, AC OR DC POWER SOURCE	\$0.000000
			.	
5	0.00000		05527	\$0.000000
			Emergency Kits for Vehicles Including First Aid Kit, Tools,	\$0.000000
			.	
6	0.00000		06530102703	\$0.000000
			FIRST AID KIT	\$0.000000
			.	
7	0.00000		34540	\$0.000000
			First Aid and Safety Teaching Equipment and Supplies: Charts	\$0.000000
			.	
8	0.00000		96286	\$0.000000
			Transportation of Goods and Other Freight Services	\$0.000000
9	0.00000		95290	\$0.000000
			Training and Instruction (For Clients, Not Staff)	\$0.000000
			.	
			AED Training	
			CPR Training	
			BLS Training including E-Learning	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CTTSB0033 2
EFFECTIVE BEGIN DATE: 07-17-2006
EXPIRATION DATE: 07-16-2007
PAGE: 3 of 4

TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CTTSB0033 2
EFFECTIVE BEGIN DATE: 07-17-2006
EXPIRATION DATE: 07-16-2007
PAGE: 4 of 4

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

ENDORSED AND ACCEPTED BY:
*Emergency physicians & nurses,
EMTs, occupational health doctors
& nurses, safety engineers, risk
managers, medical directors,
insurance loss specialists &
underwriters.*

CERTIFICATIONS/MEMBERSHIPS

Targeted Small Business
Disadvantaged Small Business
Government CCR CAGE 488V5
ISO 9000 Manufactured
Exceeds OSHA Compliance Standards
Better Business Bureau

NOMINATIONS/AWARDS

Community Service Award –
Iowa Illinois Safety Council
New Product Recognition – World
Safety Congress / National Safety
Council
New Product Recognition – EMS Expo
New Product Recognition – National
Business Aviation Association Expo
New Product Showcase winner –
Firehouse Expo 2006
Inventor of the Year finalist –
Technology Association of Iowa
Prometheus Awards

PUBLICATIONS

Written up in *Facility Safety Magazine*,
Professional Safety, *Industrial Safety
& Hygiene*, *Occupational Safety &
Health*, *Business Jet Traveler*, and
Industrial Hygiene News

PRODUCT LIST

First Voice™ SET Systems –
numerous systems available
depending on environment and use

First Voice™ Electronic Voice Units –
The only multiple injury and interactive
field-use/training units on the market

First Voice™ ResQR Software – Voice
software for your PC, Laptop, Pocket
PC, or PDA

AmpuSave™ – Digit preservation
& transport bag

First Voice™ E-Learning – Liability
protection tool. Web-based E-learning
on use of SET system integrated
with Basic Life Support protocol
certification coursework

Customized **First Voice™** SET
Systems and Bag Systems

About Us

Think Safe, Inc. is committed to setting new standards for comprehensive emergency readiness and response. We manufacture innovative products for injury management and develop resources to improve access to emergency medical training.

Our **First Voice™** Self-Contained Emergency Treatment (SET) systems raise emergency first aid to a new level. Conceived by a hospital flight nurse, **First Voice™** contains everything needed to equip those first on the scene of an emergency with the training and tools to provide fast, definitive care. Our patent-pending SET systems combine voice instructions with prepackaged medical supplies in one convenient, portable case. Using an interactive series of yes/no prompts, the system talks responders through the treatment of over 30 major emergencies, including burns, broken bones, severe bleeding, breathing/choking incidents, head/neck/spine injuries, diabetic events, strokes, CPR procedures for adults, children and infants, and many other emergencies. The instructions cover the assessment and treatment of multiple injuries and provide protocols for HAZMAT/Homeland Security threats. To safeguard the health of the responder and victim, essential supplies, such as safety gloves, masks with eye protection, and a bloodborne pathogens clean-up kit, are also included.

The widespread use of AEDs (automated external defibrillators) in both public and private settings illustrates the power of technology-based solutions to emergency response. Over the past decade, AEDs have saved the lives of thousands of cardiac arrest victims. **First Voice™** delivers similar technology for responding to a much wider range of potentially life-threatening emergencies.

The flexibility of this system allows for easy use in corporate and industrial or manufacturing environments, construction work sites, schools, marine and aviation settings, childcare centers, sports fields and arenas, parks and recreational facilities, and other public gathering places, remote locations, or areas with high risk of injury.



First Aid. First Choice.

First Voice™ is the only first aid voice system that immediately helps your staff provide the right treatment for over 30 emergencies with easy-to-use prepackaged supplies.

Bleeding/Shock/Childbirth:

- Severed body part
- Severe bleeding
- Knocked out tooth
- Wound with protruding object
- Removal of a protruding object obstructing the airway
- Abdominal injuries
- Organ/bone exposure
- Nose bleeds
- Medium/small cuts & scrapes
- Shock protocol
- Emergency childbirth
- Gunshot/stabbing wound

Eye:

- Protruding eye injury
- Object embedded in eye
- Chemical in eye
- Cut/puncture to eye or surrounding area
- Flash or welding injury to eye
- Retinal detachment
- Foreign matter in eye

Bone/Sprain:

- Injury to pelvis, hip, upper leg, and ribs
- Open fractures (bone/tissue protruding)
- Pillow, sling, and splinting
- Lower leg, arm, hand, & ankle treatment

Seizure/Diabetic:

- Treatment/airway management during seizure
- Treatment for conscious diabetic

Heart/Chest Pain/Stroke:

- Heart attack & chest pain
- Stroke

Head/Neck/Spine:

- Protection of head/neck
- Airway management using jaw thrust maneuver

Burns:

- Heat or thermal burns (from superficial to severe)
- Chemical burns
- Electrical burns
- Shock protocol

Heat/Cold/Overexertion

- Heat-related illness
- Heat stroke
- Frostbite and treatment
- Hypothermia

Other:

- Chemical/Biological/Radiation
- Allergic reactions
- Childbirth emergency
- Bites and stings
 - Insect bites
 - Animal bites
 - Spider/scorpion bites or stings
 - Marine life stings (jellyfish, sea anemone, or Portuguese man-of-war)
 - Snake bites

CPR/Choking/Drowning:

- Adult, infant, child, newborn CPR protocols
- Airway management
- Rescue breathing
- CPR positioning and chest compression technique
- Pacing of compressions

Multiple injuries:

- Addresses ABC's and prioritizes treatment of multiple injuries



FV5000
SET System

Call us for a complete list
of SET systems and products

888.473.1777 • 319.377.5125

1105 Hawkeye Drive • Hiawatha, IA 52233

www.1st-voice.com or www.think-safe.com

A Patent Pending Product of Think Safe, Inc.